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the act. See *Logan* v. *Atlanta R. R. Co.*, 82 S. C. 518, 523, 64 S. E. 515, 516; *Boston & Me. R. R.* v. *Brackett*, 71 N. H. 494, 496, 53 Atl. 304, 305.

TELEGRAPH AND TELEPHONE COMPANIES — CONTRACTS AND STIPULATIONS LIMITING LIABILITY — EFFECT OF THE MANN-ELKINS ACT UPON LIMITATION OF LIABILITY FOR INTERSTATE MESSAGES. — A telegraph company negligently made an error in the transmission of an interstate unrepeated message which was sent under an agreement that in case of error, whether due to negligence or other causes, the telegraph company should not be liable for more than the amount paid for the transmission. Under the law of Mississippi the agreement was void. The Mann-Elkins Act of 1910 (36 STAT. AT L. 539) brought telegraph companies engaged in interstate business within the provisions of the Act to Regulate Commerce. *Held*, that state laws have thereby been rendered inoperative and that the agreement is valid. *Postal Telegraph-Cable Co.* v. *Warren-Godwin Lumber Co.*, U. S. Sup. Ct., October Term, 1919, No. 91.

A statute of Indiana provided for a penalty to be recovered by the sender for delays in the transmission of unrepeated telegrams. *Held*, that the statute is inoperative upon interstate messages. *Western Union Telegraph Co.* v. *Boegli*, U. S. Sup. Ct., October Term, 1919, No. 83.

Many states have held agreements limiting liability void as attempts by telegraph companies to contract themselves out of their common-law liability for negligence. *Ayer* v. *W. U. Tel. Co.*, 79 Me. 493, 10 Atl. 495; *W. U. Tel. Co.* v. *Robertson*, 59 Tex. Civ. App. 426, 126 S. W. 629. See Emlin McLain, "Limitation of Liability for Negligence," 28 HARV. L. REV. 550, 561. See also 30 HARV. L. REV. 391. Other states and the federal courts have held them reasonable and valid. *Wheelock* v. *Postal Tel.-Cable Co.*, 197 Mass. 119, 83 N. E. 313; *Weld* v. *Postal Tel.-Cable Co.*, 199 N. Y. 88, 92 N. E. 415. *Primrose* v. *W. U. Tel. Co.*, 154 U. S. 1. But state policy, in the absence of Congressional action, remained unaffected by the federal doctrine. *W. U. Tel. Co.* v. *James*, 162 U. S. 650; *W. U. Tel. Co.* v. *Crovo*, 220 U. S. 364. In 1910 Congress extended the Interstate Commerce Act to include telegraph companies engaged in interstate business and provided that messages might be classified into repeated and unrepeated. 36 STAT. AT L. 544. Some courts have construed this statute to apply only to rates and not to deprive the states of power to apply their own laws of liability. *Des Arc Oil Mill Co.* v. *W. U. Tel. Co.*, 132 Ark. 335, 201 S. W. 273; *Bowman & Bull Co.* v. *Postal Tel.-Cable Co.*, 124 N. E. (Ill.) 851. The principal cases apparently go on the ground that the statute appropriates the whole field to the federal courts, without positively enacting the validity of agreements limiting liability. The Supreme Court is thus left free to apply its own view of the common law. *Adams Express Co.* v. *Croninger*, 226 U. S. 491. A third and preferable view, reaching the same ultimate result, is that the statute positively enacts the validity of the classification of messages into repeated and unrepeated for purposes of limiting liability. *Gardner* v. *W. U. Tel. Co.*, 231 Fed. 405; *W. U. Tel. Co.* v. *Bilisoly*, 116 Va. 562, 82 S. E. 91.

WILLS — CONSTRUCTION — RULE IN SHELLEY'S CASE — WHETHER *ISSUE* A WORD OF PURCHASE OR OF LIMITATION — EFFECT OF STATUTE ABOLISHING NECESSITY OF WORDS OF LIMITATION TO PASS A FEE. — A testator devised land upon trust for A for life, and upon her death then for her lawful issue, and if there be more than one, as tenants in common, with a gift over if there be no lawful issue. A statute passed prior to the making of the will provided that in devises of land words of limitation should no longer be necessary to pass the fee. (1890 VICTORIAN STAT. 3620.) The question was whether A took a life estate or an estate tail. *Held*, that A took a life estate. *In re Cust*, [1919] V. L. R. 693 (Australia).

The rule in Shelley's case has no application unless the words used in the

remainder are words of limitation as distinguished from words of purchase. Co. LIT. 319 *b*. *Cf.* A. M. Kales, "Application of Rule in Shelley's Case," 28 L. QUART. REV. 148, 152. But whether they are words of limitation or of purchase is a question of construction. *Jordan* v. *Adams*, 9 C. B. (N. S.) 483; *Arnold* v. *Muhlenberg College*, 227 Pa. St. 321, 76 Atl. 30. See 1 TIFFANY, REAL PROP., § 132. In devises of land, "issue" has generally been treated as embracing descendants of every degree of the ancestor, and consequently as synonymous with "heirs of the body." *Roe* v. *Grew*, 2 Wils. 322; *Grimes* v. *Shirk*, 169 Pa. St. 74; *Kleppner* v. *Laverty*, 70 Pa. St. 70. This is true even though the issue are to take as tenants in common. See 2 JARMAN, WILLS, 6 Eng. ed., 1944. The reason given is that this is the only way to carry the inheritance to the issue, since if they took by purchase they would take only for their lives. *Jackson* v. *Calvert*, 1 J. & H. 235. But where words of limitation are superadded which indicate that descent is to be traced, not from the ancestor, but from a new stock, "issue" will be construed as a word of purchase. *Hamilton* v. *West*, 10 Ir. Eq. Rep. 75; *Lees* v. *Mosley*, 1 Y. & C. 589. *Cf. Archer's Case*, 1 Co. 66 *b*. And likewise, if the context plainly shows that by "issue" the testator meant "children." *Ryan* v. *Cowley*, Ll. & G. *t. Sugden*, 7. *Cf. Jordan* v. *Adams*, *supra*. Where, as in the principal case, a statute does away with the necessity of using words of limitation to pass the fee, the reason for construing "issue" as a word of limitation no longer exists. Accordingly, the issue, whether now treated as including only children or all the lineal descendants, would take by purchase a fee simple by way of remainder, and the ancestor, therefore, a life estate only. See 2 JARMAN, WILLS, 6 Eng. ed., 1950, 1951; 27 HARV. L. REV. 673. This result has already been reached in this country and would seem to be sound. *Ward* v. *Jones*, 40 N. C. 400.

WILLS — UNATTACHED SHEETS — SIGNATURE AT END — PARTIAL REVOCATION.— A sealed envelope marked "Will of John Seiter" was handed by Seiter to his niece with the declaration that it was his will. In the envelope were four papers which evidence tended to show were the remnants of an original will after pieces had been cut out by the deceased himself. One page contained words expressing the *animus disponendi* and a legacy marked "first"; another page contained a residuary clause marked "eighth"; the third paper, an attestation clause; while on the fourth was nothing but the signature and seal of the deceased and signatures of witnesses. There was no reference to the other papers in any of the pages, nor was there continuity of language from sheet to sheet, each expressing a completed thought. *Held*, that probate was properly refused. *In re Seiter's Estate*, 108 Atl. 614 (Pa.).

In Pennsylvania and some other states, *pro tanto* revocation is allowed. *Tomlinson's Estate*, 133 Pa. St. 245, 19 Atl. 482; *Re Kirkpatrick*, 22 N. J. E. 463. See PURDON'S DIGEST (Pa.), 5130 *ff*. (P. L. 250, 409). See also 23 HARV. L. REV. 558. It may be accomplished by cutting out portions of the paper with intent to revoke the legacies set forth therein. *In re Brown*, 1 B. Mon. (Ky.) 56; *Nelson's Goods*, Ir. Rep. 6 Eq. 569. But before any doctrine of revocation can be applied a complete will must be shown to have existed. See PURDON'S DIGEST, *supra*. Of this there was not sufficient evidence in the principal case. The papers of themselves could not constitute a will in Pennsylvania, for the statutory requirement of a signature "at the end thereof" was probably not satisfied. *Cf. Stinson's Estate*, 228 Pa. St. 475, 77 Atl. 807. See PURDON'S DIGEST (Pa.), 5120, 5122 (P. L. 249). See also 13 HARV. L. REV. 686. Without such a statute it would seem that the papers might constitute a will. The physical position of the signature would be immaterial. *Gale* v. *Freeman*, 153 Wis. 337, 141 N. W. 226; *Le Mayne* v. *Stanley*, 3 Lev. 1. Physical connection from sheet to sheet without any lack of internal coherence is sufficient to bring pages together into a will. *Palmer* v. *Owen*, 229 Ill. 115,